



KIM REYNOLDS
GOVERNOR
ADAM GREGG
LT. GOVERNOR

STATE OF IOWA

OFFICE OF DRUG CONTROL POLICY
DALE R. WOOLERY, DIRECTOR

MEMO

June 1, 2020

To: ODCP Grant Award Recipients
From: Dennis Wiggins
Re: Byrne JAG Grant Contract & Conditions

Congratulations on your SFY 2021 Byrne Justice Assistance Grant award from the Governor's Office of Drug Control Policy (ODCP). Important information to help you get started with the grant follows.

The enclosed grant contract packet includes the following materials for your careful review, authorized signatures, and timely return to ODCP:

- JAG Contract Page & Special Conditions
- JAG Standard Grant Conditions
- Certified Assurances
- Certification of Compliance with 8 U.S.C. §§ 1373 & 1644
- DHS/ICE Communications

JAG Special Grant Conditions appearing on the front page of your Contract must be fulfilled. In some cases, the Conditions may need to be fulfilled prior to reimbursement of federal funds.

JAG Standard Grant Conditions are the rules of the program, and as a JAG grant recipient you must agree to comply with them.

Certified Assurances include compliance conditions mandated by the Omnibus Crime Control and Safe Streets Act of 1968 and other related legislation.

Certification of Compliance with 8 U.S.C. §§ 1373 & 1644 Grant recipients must agree to comply with all applicable federal, state and local laws, rules and regulations including 8 U.S.C. §§ 1373 & 1644. Additional guidance regarding "sanctuary jurisdictions" may be forthcoming from the U.S. Department of Justice and/or State of Iowa.

DHS/ICE Communications Questionnaire must be completed and returned. For your convenience a copy of the certification submitted by ODCP is attached. You may adapt the example to meet your specific situation.

Please have the grant Contract page, the Certified Assurances, the JAG Standard Conditions certification, 1373/1644 Certification, and the DHS/ICE Communication forms signed by the person(s) authorized to do so. You may return original signed copies via mail or you can provide scanned/electronically signed copies via e-mail. If your budget includes contract services, the contracting agency must also sign the JAG Standard certification and the Certified Assurances certification forms.

**Completed contracts and certifications must be received by ODCP
on or before July 15, 2020.**

Contracts should be returned to: Dennis Wiggins, 215 East 7th Street, Des Moines, Iowa 50319 or dennis.wiggins@iowa.gov.

To review your approved grant budget and access required reporting forms, sign into Iowa's electronic grants management system at www.IowaGrants.gov and click on the "My Grants" icon.

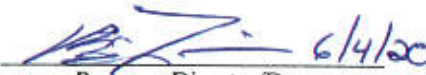
Assistance using the electronic grant management system is available by contacting me at (515) 725-0311 or dennis.wiggins@iowa.gov.

Congratulations again on your grant award. Thank you for your interest in a grant from ODCP. Please feel free to call our office if you have questions.

IOWA BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

Governor's Office of Drug Control Policy
Pape State Office Bldg., 5th Floor
215 E. 7th Street, Des Moines, Iowa 50319 (515) 725-0300

JAG CFDA #16.738

Grantee: Story County 900 6th Street Nevada, Iowa 50201-2004	Grant #18-JAG- 343184 Grant Period: July 1, 2020 - June 30, 2021 Federal: \$35,200 Match: \$11,733 Total: \$46,933
ODCP Contact: Dennis Wiggins 515/725-0311	
Legal Applicant: Linda Murken	Program Director: Brian Tickle E-mail: btickle@storycountyia.gov
<p><i>This grant is subject to the terms and conditions incorporated either directly or indirectly by reference in the grant program legislation, the grant program request for proposal, and the stipulations, if any, noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this grant, this award does not constitute approval of waiver from any Federal or state statutory/regulatory requirements for a United States Department of Justice grant. The grantee agrees to perform all services and furnish all supplies set forth in the application of this grant award for the consideration stated herein. This grant consists of the application for funds, the grant award notice, the budget documents, the standard grant conditions, the reporting forms, and all approved grant revision documents. All parties to this grant award acknowledge that they have fully read and understand this contract, and agree to abide by the terms set forth within.</i></p> <p style="text-align: center;">SPECIAL CONDITIONS</p> <p>Law enforcement personnel funded in whole or in part with these grant funds will complete Department of Justice required online (internet-based) task force training. All task force members are required to complete this training once during the life of this award, or once every four years. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Officers should use the preauthorization code QX6S4 when completing the course.</p> <p>Project activity funded through this award will comply with all state and federal laws and guidelines. Projects are referred to PATC with questions regarding the appropriate expenditures of state forfeitures.</p>	
In witness wherefore, the parties hereto have executed this grant the day and year specified below.	
SIGNATURES/DATES	
_____ Legal Applicant/Date	 6/4/20 _____ Program Director/Date
	_____ ODCP Administrator/Date

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

FY 2018 Edward Byrne Memorial Justice Assistance Grant Program

**Certification of Compliance with 8 U.S.C. §§ 1373 & 1644 by Prospective Subrecipient:
Recipient State subaward to a Local Government**

On behalf of the local government named below as the "prospective subrecipient," and in support of its request to the "Recipient State" identified below for a subaward from the grant awarded by the U.S. Department of Justice ("USDOJ") under the FY 2018 Edward Byrne Memorial Justice Assistance Grant Program ("the FY 2018 JAG Program"), I certify to the Recipient State, and also certify to USDOJ, that all of the following are true and correct:

- (1) I am the chief legal officer of the local government named below as the prospective subrecipient, and I have the authority to make this certification on its behalf. I understand that this certification will be relied upon as a material representation in any decision to make a subaward to the prospective subrecipient under the FY 2018 JAG Program.
- (2) I have carefully reviewed 8 U.S.C. §§ 1373(a) and (b), and 1644, including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. §§ 1373 & 1644 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the prospective subrecipient) understand that if the prospective subrecipient receives a subaward under the FY 2018 JAG Program—
 - (a) the subrecipient (and agencies or other entities thereof) must comply with 8 U.S.C. §§ 1373 & 1644, throughout the period of performance for the subaward, with respect to any "program or activity" funded in whole or in part with the subaward; and
 - (b) the subrecipient may not make a lower-tier subaward to a State or local government, or to a "public" institution of higher education, unless the subrecipient first obtains a certification of compliance with 8 U.S.C. §§ 1373 & 1644 (on a form provided by USDOJ), properly executed by the chief legal officer of the jurisdiction or educational institution that would receive it.
- (4) I (and also the prospective subrecipient) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 34 U.S.C. § 10251(a)(2)). Also, I understand that neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a "local government" (or an agency or other entity thereof) for purposes of this certification.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning the following (which shall not be understood to include any "program or activity" of any planned subrecipient of a lower-tier subaward):
 - (a) the "program or activity" to be funded (in whole or in part) with the requested subaward; and
 - (b) any prohibitions or restrictions potentially applicable to the "program or activity" to be funded with that subaward (if received) that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. §§ 1373(a) or (b), and 1644, whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the prospective subrecipient nor any entity, agency, or official of the prospective subrecipient has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part with the requested subaward (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any planned subrecipient of a lower-tier subaward), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) & 1644; or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

Story County, Iowa

Local government that is the "prospective subrecipient" of a subaward of funds from the FY 2018 JAG Program

Iowa

Recipient State from which the prospective subrecipient seeks a subaward under the FY 2018 JAG Program

Signature of chief legal officer of the prospective subrecipient

Printed name of chief legal officer of the prospective subrecipient

Title of chief legal officer of the prospective subrecipient

Date of certification

IOWA GOVERNOR'S OFFICE OF DRUG CONTROL POLICY

STANDARD GRANT CONDITIONS

Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Second Chance; Drug Court; Post-conviction Testing of DNA Evidence to Exonerate the Innocent; Project Safe Neighborhoods; John R. Justice; Drug Free Communities; Anti-Heroin Task Force; Comprehensive Opioid Abuse Program; Paul Coverdell Forensic Science; and any other Grant administered by the Governor's Office of Drug Control Policy involving federal or state funding.

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1. General.

These standard grant conditions, unless otherwise stated herein, apply to the following grant programs administered in Iowa by the Governor's Office of Drug Control Policy (ODCP): Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Second Chance; Drug Court; Post-conviction Testing of DNA Evidence to Exonerate the Innocent; Project Safe Neighborhoods; John R. Justice; Drug Free Communities; Anti-Heroin Task Force; Comprehensive Opioid Abuse Program; Paul Coverdell Forensic Science; and any other Grant administered by the ODCP involving Federal or State funding.

The Grantee shall provide the necessary facilities, materials, services, and qualified personnel to perform and/or provide all the services set forth in the approved application and the letter of notification for the grant amount. The grant budget will be a basis for the

Grantee's expenditure of the grant amount. Acceptance of the terms and conditions of the grant is indicated by the applicants' signatures on the grant contract, attached certification, and by requesting and expending grant funds.

The Grantee shall abide by all applicable Federal, State, and local laws, rules and regulations. The Grantee shall comply with all applicable U.S. Department of Justice Grant Award Special Conditions which govern subrecipients/subgrantees. The Certified Assurances and forms signed and or submitted via www.iowagrants.gov by the Grantee in making application for grant funds are incorporated herein.

2. Definitions.

- a. "Deliverable" means any good, product, service, work, work product, item, material or property created, developed, produced, delivered, performed or provided by or on behalf of Grantee in connection with this contract.
- b. "JAG" means the *Federal Byrne—Justice Assistance Grant* program, for which the ODCP is the State Administering Agency in Iowa.
- c. "Grantee" or "Legal Applicant" or "Recipient" means the governmental agency contracting with the Governor's Office of Drug Control Policy
- d. "ODCP" means Governor's Office of Drug Control Policy.
- e. "Program/Project Director" means the person who has been delegated authority to administer the project described in the application.
- f. "Special Conditions" means those conditions applying uniquely to this grant contract as identified on the grant contract page.
- g. "Standard Grant Conditions" means those conditions applying to all ODCP grant contracts.
- h. "State" means the State of Iowa.

3. Accountability for All Grantees.

The Grantee shall promote effectiveness, efficiency, and accountability. The Grantee must serve the public in an ethical and transparent manner, including operating professionally, truthfully, fairly, and with integrity and accountability to uphold public trust.

The ODCP reserves the right to verify the contents of the Grantee's application and any assertions, reporting, attestations, and submissions to the ODCP or any other governmental agency throughout the term of the grant. If the ODCP determines the Grantee has provided false, misleading, or inaccurate information to the ODCP or another governmental agency, grant funds may be withheld, suspended or terminated.

4. Additional Guidance for Nonprofit Organizations.

A nonprofit organization awarded a subcontract pursuant to section 9 must be aware of and comply with applicable law and regulations. The Iowa Nonprofit Principles and Practices for Charitable Nonprofit Excellence Revised 2016 shall be used as a means of educating nonprofit organizations about the laws and regulations with which they must comply and to provide guidance about good operational practices and ethical conduct. This

publication may be accessed at <https://inrc.law.uiowa.edu/sites/inrc.law.uiowa.edu/files/pp-2016ed-web.pdf>

The purpose of the Iowa Principles and Practices for Charitable Nonprofit Excellence is to promote good management practices, ethical conduct, and public accountability for Iowa charitable nonprofit organizations as they perform their crucial community services. The Principles and Practices are not regulatory. While many of the Principles and Practices will be helpful to all nonprofits, they are specifically written for 501(c)(3) organizations. The Iowa Principles and Practices for Charitable Nonprofit Excellence are intended to be primarily an educational process designed to improve efficiency and accountability. It is recognized that implementation will take different forms and occur at different levels, given the resources of the nonprofits.

5. Accounts and Records.

- a. The Grantee shall comply with pertinent state and Federal laws, and the provisions of the Office of Justice Program's (OJP) Financial Guide:
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf
- b. The Grantee shall maintain accurate, current, and complete records of the financial activity of this contract, including records which adequately identify the source and application of funds. The Grantee shall maintain separate records for each Federal grant or program. Cash or matching contributions made by the Grantee shall be verifiable from the Grantee's records. These records shall contain information pertaining to contract amount, authorizations, obligations, unobligated balances, assets, liabilities, expenditures, and program income.
- c. The Grantee shall maintain effective control and accountability for all assets, including current and accurate equipment inventory records. The Grantee shall adequately safeguard all such assets and property and assure that it is used solely for authorized purposes. Accounting records shall be supported by source documentation such as canceled checks, paid bills, receipts, payrolls, contract award documents, etc.
- d. The Grantee, in making project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the ODCP.
- e. The Grantee shall maintain a sufficient recordkeeping system to provide statistical data for the purpose of planning, monitoring, and evaluating their program.
- f. The Grantee shall retain all pertinent records and books of accounts related to this contract for a period of three (3) years following the closure of the Grantee's most recent audit report. In the event of litigation, negotiation or audit findings, the records shall be retained until all issues arising from such actions have been resolved or until the end of the regular three-year period, whichever is later.

6. Cash/In-Kind Match (If required and included in the approved budget).

Grant application materials will specify the level and conditions of match required for each grant program. If cash or in-kind match is required, the match will be identified in the grant contract signed by the grantee as well as in the approved budget. If "cash" match is

included in the approved budget, the Grantee must be able to demonstrate that the match is from a new appropriation, or from existing resources which were not intended for the stated program purpose

The Grantee shall maintain records clearly showing the source, the amount, and the timing of all match contributions. The following may be used as cash match:

- a. Local and State appropriations;
- b. Funds contributed from private sources;
- c. Federal funds from the following sources:
 1. Housing and Community Development Act of 1974;
 2. Appalachian Regional Development Act;
 3. General Revenue Sharing;
- d. Existing resources (as long as the existing funds were used in areas other than the stated program purpose);
- e. Salaries of existing personnel who are transferred to grant activities (if the original positions are filled with new personnel);
- f. Asset forfeiture funds resulting from State or Federal court action per applicable state and Federal guidelines;
- g. Program income and the related interest earned on that program income generated from projects may be used as match provided it is identified and approved prior to making an award;
- h. Funds appropriated by Congress for the activities of any agency of a Tribal government or the Bureau of Indian Affairs performing law enforcement functions on Tribal lands; and
- i. Funds otherwise authorized by law.

All funds designated as match are restricted to the same use as grant program funds. The matching share must be obligated by the end of the period for which Federal funds have been made available for obligation under an approved program or project. The Grantee must submit a written plan for expenditure of matching funds if requested by the ODCP.

7. Non-Supplanting Requirement.

Federal funds must be used to supplement existing funds for program activities and not replace those funds which have been appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

8. Program Income.

"Program income" means gross income earned by the Grantee during the grant period as a direct result of the grant award. Direct result is defined as a specific act or set of activities that are directly attributable to grant funds and which are directly related to the goals and objectives of the project.

Program income shall be accounted for and used for any purpose that furthers the broad objectives of the legislation under which the award was made.

Program income earnings and expenditures must be reported with claims for reimbursement and must be used in accordance with the provisions of 2 CFR Part 200, Uniform Administrative Requirements.

9. Subcontracting.

None of the activities or funds of this grant shall be subcontracted to another organization or individual without specific prior approval by the ODCP, with the exception of subcontracts under \$1,000. To obtain ODCP approval, the Grantee shall submit the proposed contract or written agreement between the parties. The contract or agreement must contain a list of the activities to be performed by the subcontractor, and the contract policies and requirements. All grant related certifications and conditions agreed upon by the applicant agency shall be passed on to subcontracting agencies. Subcontractors shall complete the Standard Grant Condition Certification.

Open and free competition is required unless specific advanced approval is obtained to use a noncompetitive approach in contracting for a good or service.

10. Unreasonable restrictions on competition under the award; association with federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

The Grantee monitoring responsibilities include monitoring of subrecipient compliance with this condition.

11. Property and Equipment.

- a. Iowa Administrative Code, Chapter 110 and Section III, 3.7 of OJP's Financial Guide prescribe property rules and regulations.
- b. The Grantee shall develop procedures to assure competitive acquisition of approved purchases.
- c. Definition of Equipment: Any item costing \$5,000 or more and having an anticipated useful life of more than one year. Chairs, tables, files and movable partitions costing less than \$5,000 shall be accounted for in aggregate. All other items of equipment shall be accounted for individually.

The above definition identifies a minimum list of items, which must be considered as equipment. The Grantee's accounting system may include other items of equipment as well.

- d. The Grantee shall maintain property records, inventory control, and maintenance procedures for all non-expendable property purchased all or in part with grant funds. An inventory report form must be completed and submitted with the last project report to the ODCP. Procedures for managing equipment (including replacement, whether acquired in whole or in part with project funds), will, at a minimum, contain records, which include the following:
 - 1.) Description of the property;
 - 2.) Serial number or other identification number;
 - 3.) Source of the property;
 - 4.) Identification of who holds the title;
 - 5.) Acquisition date;
 - 6.) Cost of the property;
 - 7.) Location of the property; and
 - 8.) Disposition data including the date of disposal and sale price.
- e. Title of Property: Notwithstanding any other provision of law, title to all expendable and nonexpendable property purchased with grant funds made available under the Grant Program shall vest in the agency that purchased the property, if it certifies to the ODCP that it will use the property for the purposes outlined in the grant application. If such certification is not made, title to the property shall vest in the State of Iowa, which shall seek to have the property used for program related purposes elsewhere in the state prior to using it or disposing of it in any other manner.
- f. Use of Property: The Grantee may use property acquired in whole or in part with Federal funds for the authorized purpose of the original grant as long as needed whether or not the program or project continues to be supported by Federal funds.

12. Computer Systems.

No federal funding may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this subsection limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

13. Travel.

Travel specifically identified in the grant application and budget is approved for reimbursement by the ODCP. Out of state training and travel not identified and approved in the application and grant budget requires approval by the ODCP prior to reimbursement. Requests for out-of-state training and travel must be submitted to the ODCP in writing. The Grantee shall follow its own written policies, or conditions set forth in the grant. Meal and lodging rates cannot exceed state rates.

In-State meal rates

- o Breakfast \$8.00
- o Lunch \$10.00
- o Dinner \$19.00

Out of State:

Meal rates are determined by City Level. The following link shows the level for the location you are traveling to - <https://das.iowa.gov/state-accounting/travel-relocation/out-state-travel/out-state-city-levels>

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
Breakfast	\$ 8.00	\$ 8.00	\$10.00	\$12.00
Lunch	\$10.00	\$11.00	\$12.00	\$15.00
Dinner	\$19.00	\$25.00	\$29.00	\$38.00

In-state lodging is limited to \$72.80 including taxes.

Out-of state lodging limits are defined by the federal travel regulations (FTR)
<https://www.gsa.gov/travel/plan-book/per-diem-rates>

There may be exceptions to the lodging rates when staying at the facility hosting the event. If the event location rate exceeds the rate listed above, contact our office to receive *prior approval*.

In the event a reasonable and prudent policy does not exist, State of Iowa approval rates will apply to subrecipient travel costs. Subrecipients are encouraged to contact ODCP with questions regarding travel reimbursement rates and processes.

14. Payments.

Expenditure reports must be submitted monthly. Expenditure reimbursement shall be made on program cash expenditures included in the grant budget and upon the receipt and acceptance by the ODCP of a properly completed and authorized expenditure report and supporting documentation. Reimbursement must be requested within 23 days after the end of the period for which payment is being requested. Payments may be adjusted to correct disallowance's resulting from audit or contract review. Reimbursement may be withheld if a grantee is delinquent in program reporting or if the grantee fails to meet any contract condition.

15. Reporting.

Form to be Used:

- a. Claim for Reimbursement - Completed online at www.iowagrants.gov
- b. Quarterly Progress Reports - Completed online at www.iowagrants.gov
- c. Inventory Report Form

Due Date:

Due by the 23rd day of **each** month, following expenditures. Projects in good standing may elect to submit on a quarterly basis.

Due Date:

October 23rd
January 23rd
April 23rd
July 23rd

Due Date

Equipment purchased all or in part with grant funds must be listed on the inventory report form. (See property.) Due to the ODCP 30 days after the grant period.

July 31st

d. Annual Audit Report

If agencies are exempt from audit requirements, the Grantee must keep records that are available for review or audit by appropriate officials including the Federal agency, the State agency, and the US Government Accountability Office (GAO).

Due Date

For July 1st through June 30th audit is due by March 31st

16. Awards to private agencies - accounting system audit requirement.

These organizations must have financial and compliance audits conducted by qualified individuals who are organizationally, personally, and externally independent from those who authorize the expenditure of Federal funds. This audit must be conducted in accordance with the Government Auditing Standards (December 2011 Revision), as found on the GAO website. The purpose of this audit is to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the award. Audits must be conducted no less frequently than every 2 years. The dollar threshold applies as established for audit reports in OMB Circular A-133, as amended.

17. Audits:

Subrecipients of Federal funds are required to permit access to their records and financial statements as necessary to comply with Title 2 CFR Part 200, Subpart F Audit Requirements and Code of Iowa, Chapter 11, Audit of Counties, Cities and School Districts.

Non-Federal entities that expend \$750,000 or more in Federal funds (from all sources including pass-through subawards) in the State fiscal year (July 1 - June 30) shall have a single organization-wide audit conducted in accordance with the provisions of Title 2 CFR Part 200, Subpart F.

Non-Federal entities that expend less than \$750,000 in Federal awards in a fiscal year are exempt from audit requirements for that year. Records must be available for review or audit by appropriate officials including the Federal agency, pass-through entity, and General Accounting Office (GAO).

A management letter must be submitted with the audit report. Grantee audit reports must be submitted no later than nine (9) months after the close of each fiscal year during the term of the award. Grantees shall comply with any audit resolution activities as directed by the ODCP.

Audit costs for audits not required or performed in accordance with Title 2 CFR Part 200, Subpart F are not allowable. If the grantee did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit; these costs may not be charged to the grant.

18. Monitoring/Evaluation.

The ODCP reserves the right to monitor the Grantee's performance through site visits, reports, or other means deemed necessary by the ODCP. The Grantee agrees that the ODCP may conduct site visits to review grant compliance, assess management controls, assess the applicable activities or strategies, and provide technical assistance. In addition, the Grantee shall provide any data or information required for the purposes of monitoring and program evaluation. Such evaluation may be conducted by the ODCP or other appropriate agencies. The Grantee shall ensure the cooperation of the Grantee's employees, agents, and board members in such efforts.

Following each site visit or review the ODCP may submit a written report to the Grantee, which will identify the findings. A corrective action plan with a timetable to address any deficiencies or problems noted in the report may be requested by the ODCP. The corrective action plan shall be submitted to the ODCP for the approval within the timeline outlined in the written report. The Grantee shall carry out the plan after it is approved by the ODCP. Failure to do so may result in suspension or termination of funding.

19. Changes in the Program.

- a. Changes in Service: Changes in types of services provided by the Grantee as agreed to in the application and award require **prior approval** by the ODCP. Discontinuation or modification of a service without prior approval may result in a decrease in the grant amount or termination of the grant.
- b. Changes in Location: The Grantee shall notify the ODCP of any change in office or service location (relocation, addition, or deletion) from that shown in the application within 72 hours of such change.
- c. Changes in Program Director or Other Personnel: When there is a change in the program director or any other personnel supported by the grant from that shown on the application, the ODCP must be notified. The Grantee is responsible for replacement, and written notification to the ODCP of each action within 72 hours.
- d. Change in Legal Applicant/Grantee: This grant shall not be assigned, transferred, or conveyed in whole or in part by the Grantee to any third party or parties without prior written approval from the ODCP. A change in legal applicant is the process whereby the legal and administrative responsibility for administering the grant is transferred from one legal entity to another. A change of Grantee must be approved in advance by the ODCP. The ODCP reserves the right to not contract with a new Grantee. A written agreement of the original Grantee to relinquish all rights to the project; and, a written agreement of the new Grantee to accept all the terms and conditions of the contract must be submitted to and approved by the ODCP prior to the date of transfer.
- e. Change in Budget: Due to the fact that budget line item amounts are only estimates of budget expenditure, funds may be reallocated among budget line items. Budget

revision requests must be submitted, and approved by, the ODCP prior to the revised expenditure of funds. The ODCP will not reimburse funds for unapproved expenditures. Budget revisions may be requested, via iowagrants.gov, by the legal applicant and/or the legal applicant's authorized designee (e.g. the Program/Project Director), who must certify that the change in budget does not constitute a change in the goals and objectives of the program.

20. Copyrights.

The U.S. Department of Justice and the State of Iowa, ODCP reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: a) the copyright in any work developed under a grant, or contract under a grant or subgrant; and b) any rights of copyright to which Grantee or contractor purchases ownership with grant support.

21. Federal Funds Acknowledgment.

Program directors are encouraged to make the results and accomplishments of their activities available to the public. Prior ODCP approval is not needed for publishing the results of an activity under a grant project; however, an acknowledgment of State/Federal support must be made. The Grantee shall, when issuing statements, press releases, and other documents describing the grant project, clearly state: a) the percentage of the total cost of the project which was or will be financed with Federal and State funds; and b) the dollar amount of Federal and State funds for the project.

Any publication (written, visual, or sound), whether published at the Grantee's or government's expense, shall contain the following statements: (NOTE: This excludes press releases, newsletters, and issue analyses.)

"This project was supported by Grant No._____, awarded by the U. S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice or the Governor's Office of Drug Control Policy."

22. Release of Information and Confidentiality of Records.

- a. Release of Public Grant Information: The Grantee is required to make available all records, papers and other documents kept by the Grantee relating to the receipt and disposition of any funds, if requested by any member of the public. All such records shall be available except when access to the records is limited by Federal or State confidentiality regulations. The intended use of such information will not be a criterion for release.
- b. Confidentiality of Records: The Grantee shall maintain the confidentiality of all confidential records related to this grant in accordance with Federal and State laws. Privacy rights of parents and students apply to this program. Grantee policies and procedures shall provide that records of the identity, diagnosis, prognosis, or treatment of any client which are maintained in connection with the performance of the grant be kept confidential and be used only for the purposes and under the circumstances expressly authorized under the Federal confidentiality regulations 42 CFR part 2 "Confidentiality of Alcohol and Drug Abuse Patient Records" and the Code of Iowa, Chapter 22.7. The Grantee shall comply with all confidentiality requirements

of 42 U.S.C. 3789g and 28 CFR part 22 that are applicable to the collection, use, and revelation of data or information.

23. Protection of human research subjects

The grantee (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

24. Conflict of Interest.

The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

25. Report Misuses of Funds.

The Grantee must promptly refer to the ODCP any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subcontract for services.

26. Restrictions and certifications regarding non-disclosure agreements and related matters.

No Grantee or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

- 1) In accepting this award, the Grantee--
 - a) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b) certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict) reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide

prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

27. Drug Free Workplace.

Each Grantee receiving an award from the Governor's Office of Drug Control Policy shall certify that it will maintain a drug-free workplace, or in the case of a Grantee, who is an individual, certify to the agency that his or her conduct of award activity will be drug-free. If a Grantee makes a false certification, the Grantee is subject to suspension, termination, and debarment. In order to comply with the Drug Free Workplace Act of 1988, Grantees are required to report any conviction of their employees under a criminal drug statute for violations occurring on the Grantee's premises or off the Grantee's premises while conducting official business. A report of a conviction must be made to the ODCP within ten (10) days of receiving notices of such conviction.

28. Americans With Disabilities Act.

The Grantee shall comply with Subtitle A, title II of the Americans with Disabilities Act (ADA), 42 U.S.C. 12131-12134, and Department of Justice implementing regulation, 28 CFR Part 35.

29. Immigration and Naturalization Service.

The Grantee shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Verification Form (I-9). This form is to be used by recipients of Federal funds to verify that persons are eligible to work in the United States.

30. Limited English Proficiency.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov."

Local interpreters and translators may be available through the Iowa Interpreters and Translators Association at <https://www.iitanet.org>.

31. Nondiscrimination/Equal Employment Opportunity Program.

- a. All grant recipients, including contractors, will comply with any applicable Federal nondiscrimination requirements, which may include the following: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3789d); Victim of Crime Act (42 U.S.C. 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. 5672(b)); Civil Rights Act of 1964 (42 U.S.C. 2000d); Rehabilitation Act of 1973 (29

U.S.C. 794); Americans with Disabilities Act of 1990 (42 U.S.C. 12131-34); Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685-86); Age Discrimination Act of 1975 (42 U.S.C. 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); Violence Against Women Reauthorization Act of 2013; and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

- b. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the Grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the Iowa Governor's Office of Drug Control Policy (ODCP).
- c. The Grantee will provide an Equal Employment Opportunity Plan (EEO) to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), if required to submit one. Otherwise, it will provide a certification to the OCR and the ODCP that it has a current EEO on file, if required to maintain one. Grantee agencies receiving less than \$25,000; grantee agencies with less than 50 employees, regardless of the amount of the award; and non-profit organizations, Indian Tribes, and medical and education institutions, are exempt from the EEO requirement, but the grantee is required to submit a certification form to the OCR to claim the exemption. A copy of the certification form shall also be submitted to the ODCP. Information about civil rights obligations of grantees can be found at www.ojp.usdoj.gov/ocr.
- d. In accordance with Federal civil rights laws, the Grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
All grant recipients, including contractors, will also comply with the Iowa Civil Rights Act. The Iowa Civil Rights Act, (IAC Ch 216), prohibits discrimination in employment because of a person's: Race, Creed, Color, Sex, Age, National Origin, Gender Identity, Sexual Orientation, Disability, or Religion.
- e. Grant recipients, if required, must make available, upon request, its Affirmative Action Program containing goals and time specifications.
- f. This contract may be suspended or terminated, in whole or in part, in the event of the Grant recipient's noncompliance with this section and the recipient may be declared ineligible for further contracts with the ODCP. Additionally, the ODCP may take further action by imposing other sanctions or invoking other remedies as provided by the Iowa Civil Rights Act of 1965 or as otherwise provided by law.
- g. The U.S. Department of Justice, Office of Civil Rights issued an advisory document for grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a

disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, the Grantee should consult local counsel in reviewing their employment practices. If warranted, the Grantee should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

32. Findings of Discrimination.

The Grantee assures that in the event a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, disability, age, sexual orientation, gender identity, or sex against a recipient of funds, the Grantee will promptly forward a copy of the finding to the Governor's Office of Drug Control Policy.

33. Determination of suitability required, in advance, for certain individuals who may interact with participating minors

1. Advance determination regarding suitability. The Grantee (and any subrecipient at any tier) may not permit any covered individual to interact with any participating minor in the course of activities under the award, unless the Grantee or subrecipient first has made a written determination of the suitability of that individual to interact with participating minors, based on current and appropriate information as described in paragraph 3.e., and taking into account the factors and considerations described in paragraph 4.
2. Updates and reexaminations
 - a. The Grantee (or subrecipient) must, at least every five years, update the searches described in paragraph 3.e, reexamine the covered individual's suitability determination in light of those search results, and, if appropriate, modify or withdraw that determination.
 - b. The Grantee also must reexamine a covered individual's suitability determination upon learning of information that reasonably may suggest unsuitability and, if appropriate, modify or withdraw that determination.
3. Definitions
 - a. "Covered individual" means any individual (other than a participating minor, as defined in this condition, or a client of the Grantee (or subrecipient)) who is expected, or reasonably likely, to interact with any participating minor (other than the individual's own minor children). A covered individual need not have any particular employment status or legal relationship with the Grantee (or subrecipient). Such an individual might be an employee of a Grantee (or subrecipient), but also might be (for example) a consultant, contractor, employee of a contractor, trainee, volunteer, or teacher.
 - b. "Participating minor." All individuals under 18 years of age participating in grant funded activities are participating minors.
 - c. "Interaction" includes physical contact, oral and written communication, and the transmission of images and sound, and may be in person or by electronic (or similar) means. But "interaction" does not include--
 - i. brief contact that is both unexpected by the Grantee (or subrecipient) and unintentional on the part of the covered individual -- such as might occur when a postal carrier delivers mail to an administrative office.

- ii. personally-accompanied contact -- that is, infrequent or occasional contact (for example, by someone who comes to make a presentation) in the presence of an accompanying adult, pursuant to written policies and procedures of the Grantee (or subrecipient) that are designed to ensure that -- throughout the contact -- an appropriate adult who has been determined to be suitable pursuant to this condition will closely and personally accompany, and remain continuously within view and earshot of, the covered individual.
- d. "Activities under the award." Whether paid for with federal funds from the award, "matching" funds, or "program income" for the award include both--
 - i. activities carried out under the award by the Grantee (or subrecipient); and
 - ii. actions taken by an entity or individual pursuant to a procurement contract under the award or to a procurement contract under a subaward at any tier.

e. "Current and appropriate information"

In addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by the Grantee's (or subrecipient's) written policies and procedures, current and appropriate information includes the results of all required searches listed below, each of which must be completed no earlier than six months before the determination regarding suitability.

- i. Public sex offender and child abuse websites/registries

A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably- accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including—

- a. the Dru Sjodin National Sex Offender Public Website (www.nsopw.gov);
- b. the website/public registry for each state (and/or tribe, if applicable) in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
- c. the website/public registry for each state (and/or tribe, if applicable) in which the individual is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.
- ii. Criminal history registries and similar repositories of criminal history records

For each individual at least 18 years of age who is a covered individual under this FY 2019 award, a fingerprint search (or, if the Grantee or subrecipient documents that a fingerprint search is not legally available, a name-based search, using current and, if applicable, previous names and aliases) -- encompassing at least the time period beginning five calendar years preceding the date of the search request -- of pertinent state (and, if applicable, local and tribal) criminal history registries or similar repositories, including--

- a. the criminal history registry for each state in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
 - b. the criminal history registry for each state in which he or she is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.
- 4. Factors and considerations in determinations regarding suitability

In addition to the factors and considerations that must or may be considered under applicable federal, state, tribal, or local law, and under the Grantee's (or subrecipient's) written policies and procedures, in making a determination regarding suitability, the Grantee (or subrecipient) must consider the current and appropriate information described in paragraph 3.e.

In particular (unless applicable law precludes it), with respect to either an initial determination of suitability or a subsequent reexamination, the Grantee (or subrecipient) may not determine that a covered individual is suitable to interact with participating minors in the course of activities under the award if the covered individual--

 - a. Withholds consent to a criminal history search required by this condition;
 - b. Knowingly makes (or made) a false statement that affects, or is intended to affect, any search required by this condition;
 - c. Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website;
 - d. To the knowledge of the Grantee (or subrecipient), has been convicted -- whether as a felony or misdemeanor -- under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law):
 - i. sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense;
 - ii. rape/sexual assault, including conspiracy to commit rape/sexual assault;
 - iii. sexual exploitation, such as through child pornography or sex trafficking;
 - iv. kidnapping;
 - v. voyeurism; or
 - e. Is determined by a federal, state, tribal, or local government agency not to be suitable.
- 5. Administration; rule of construction
 - a. The requirements of this condition are among those that must be included in any subaward (at any tier), and must be monitored. They apply as of the date of acceptance of the grant, and throughout the remainder of the period of performance.
 - b. The Grantee is to contact the ODCP with any questions regarding the requirements of this condition and must not allow a covered individual to interact with a participating minor until such questions are answered.
 - c. Nothing in this condition shall be understood to authorize or require the Grantee, any subrecipient at any tier, or any person or other entity, to violate any federal, state, tribal, or local law, including any applicable civil rights or nondiscrimination law.

34. Equal Treatment for Faith Based Organizations.

The Grantee shall comply with the applicable requirements of 28 C.F.R. Part 38, governing "Equal Treatment for Faith Based Organizations". The Equal Treatment Regulation provides in part that grant awards may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Grant recipients may still engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded through grant funding are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

35. Lobbying Restrictions.

The Grantee agrees that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract or grant, and the Grantee receives Federal funds exceeding \$100,000, the Grantee shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions <https://www.gsa.gov/forms-library/disclosure-lobbying-activities>
- c. The Grantee shall require that the language of this certification be included in any subcontracts and that all contractors shall certify and disclose accordingly. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

36. Sanctuary Jurisdiction.

(Byrne JAG & PSN Grantees Only) Grantee will comply with the provisions of 8 U.S.C §1373 and 1644 which addresses the exchange of information regarding citizenship and immigration status among Federal, State, and local government entities and officials from "prohibit[ing] or in any way restrict[ing]" government officials or entities from sending to, or receiving from, Federal immigration officers information concerning an individual's citizenship or immigration status. Certain grantees/subgrantees may also be required to complete a U.S. DOJ certification.

The following provisions apply to the recipient of this award, if the recipient is a unit of local government, and also apply to any local-government subrecipient of this award at any tier

- a. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, - policy, or -practice) must be in place that is designed to ensure that agents of the United States acting under color of Federal law in fact are given access to a local-government (or local-government-contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.
- b. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, - policy, or -practice) must be in place that is designed to ensure that, when a local-government (or local-government contracted) correctional facility receives from DHS a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility will honor such request and - as early as practicable.

37.Sanctuary Jurisdiction (Iowa Code).

The Grantee shall comply with the provisions of Iowa Code chapter 27A, which applies to the enforcement of immigration laws. Grantees who are found to be in non-compliance with Iowa Code 27A are ineligible to receive funds through the ODCP. Rules governing the determination of non-compliance and the reinstatement of eligibility are provided in Iowa Administrative code 541 chapter 13.

38.Liability.

- a. If any provision contained herein is in conflict with any State or Federal law or shall be declared to be invalid by any court of record of this State, such invalidity shall affect only such portions as are declared invalid or in conflict with the law. Any remaining portion ruled valid by the court shall continue to be in effect.
- b. The ODCP reserves all administrative, contractual and legal remedies, which are available in the event that the Grantee violates or breaches the terms of this contract.

39.Drug Task Force.

Officers funded by the Office of Drug Control Policy who encounter minors who as a direct or indirect result of the presence and or the use of any illegal drug are at risk of exposure, abuse, or neglect shall at a minimum report the encounter to the Department of Human Services. Task forces are strongly encouraged to participate in a Drug Endangered Children program designed to identify and protect the wellbeing of these youth.

40.Drug Task Force Training.

Each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete Department of Justice required online (internet-based) task force training. All task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as

other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When registering for the training, participants should use the preauthorization code **QX6S4**

41. Use of Force Training Metrics.

(Byrne JAG Grantees Only) Law enforcement agencies receiving director or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

42. NEPA Clandestine Methamphetamine Laboratories.

This condition facilitates compliance with the provision of the National Environmental Policy Act (NEPA) relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories [hereinafter, “meth lab operations”]. No Federal monies from this award may be obligated to support meth lab operations unless the grant recipient implements this condition.

The Office of Justice Programs (OJP), in consultation with the Bureau of Justice Assistance, the Drug Enforcement Administration, and the Office for Community Oriented Policing Services, prepared a Program-level Environmental, health and safety impacts likely to be encountered by law enforcement agencies as they implement specific actions under their methamphetamine laboratory operations. Consistent with the Assessment, the following terms and conditions shall apply to the grant recipient for any OJP funded meth lab operations:

- a. The grant recipient shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to meth lab operations, to include the disposal of the chemicals, equipment, and wastes resulting from those operations.
- b. Grant recipients shall have a Mitigation Plan in place that identifies and documents the processes and points of accountability within its state. This plan will be used to ensure the adverse environmental, health, and safety impacts in the Assessment are mitigated in a manner consistent with the requirements of this condition.
- c. Grant recipients shall monitor grant funded meth lab operations to ensure that they comply with the following nine mitigation measures identified in the Assessment and whose implementation is addressed in the grantee’s Mitigation Plan.

Methamphetamine Mitigation Conditions

Where applicable, grant recipients shall:

- a. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
- b. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
- c. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;

- d. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;
- e. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory;
- f. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
- g. Monitor the transport, disposal and recycling components of subparagraphs number "e" and "f" immediately above in order to ensure proper compliance;
- h. Have in place and implement a written agreement with the responsible State environmental agency. This agreement must provide that the responsible State environmental agency agrees to: (i) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory; and (ii) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the State environmental agency and in accordance with existing State and Federal requirements;
- i. Have in place and implement a written agreement with the responsible State or local service agencies to properly respond to any minor, as defined by State law, at the site. This agreement must ensure immediate response by qualified persons who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up tests, examinations, or health care made necessary as a result of methamphetamine toxicity; and
- j. Report all clandestine lab responses to the Iowa Division of Narcotics Enforcement using EPIC report form #143. Assistance in completing this form is available by calling 515/281-9054.

43. DUNS/SAM Registration.

Grant recipient shall register and provide the Governor's Office of Drug Control Policy a Data Universal Number System (DUNS) number. The Grantee shall maintain a current registration with the System for Award Management (SAM) for the duration of the grant project period.

44. Recipient Integrity and Performance.

The Grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) this award. Under certain circumstances, recipients of federal grant funds are required to report information about such proceedings, through the Federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the Federal designated integrity and performance system (currently, "FAPIS") within SAM are posted

on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

45. Disclosure of "High Risk" Designation by Federal Agency.

The Grantee shall disclose to the Office of Drug Control Policy any designation of "high risk" by any Federal grant-making agency currently or at any time during the course of the period of performance under the award. For purposes of this disclosure, high risk includes any status under which a Federal awarding agency provides additional oversight due to the Grantee's past performance, or other programmatic or financial concerns with the Grantee.

46. Breach of Personally Identifiable Information.

The Grantee (including other participating agency supported by the award) must have written procedures in place to respond in the event of an actual or imminent "breach" if it (or participating agency)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of a grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The Grantee's breach procedures must include a requirement to report actual or imminent breach of PII to the Office of Drug Control Policy no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach. The ODCP will in turn report the breach to the appropriate Federal agency.

47. Withholding of Support, Suspension, and Termination.

- a. Withholding of Support: With ten (10) days written notice, the ODCP may temporarily withhold payment of funds until a corrective action plan has been submitted by Grantee and approved by the ODCP. Reasons may include, but are not limited to the following:
 - 1.) Delinquency in submitting required reports;
 - 2.) Failure to provide adequate management of the funds;
 - 3.) Failure to show satisfactory progress in achieving the objectives of the program or failure to meet the terms and conditions of the contract; and
 - 4.) Failure to regularly coordinate the activities and services with other local providers funded by the ODCP. Temporary withholding of funds does not constitute just cause for the Grantee to interrupt services to clients.
- b. Suspension: When, as determined by the ODCP, a Grantee has materially failed to comply with the terms and conditions of the grant, the ODCP may, with ten (10) days written notice to Grantee, suspend the grant. Only necessary and proper costs that the ODCP agrees could not have reasonably been avoided during the period of suspension will be paid by the ODCP. Suspension shall remain in effect until the Grantee has shown to the satisfaction of the ODCP that corrective action has been or will be taken, or until the ODCP terminates the grant.
- c. Termination:
 1. Termination for Cause: The ODCP may terminate a grant in whole or in part any time before the date of completion if the ODCP determines that the Grantee has failed in a material way to comply with the terms and conditions of the grant. To terminate a grant, the ODCP must send written notice to the

Grantee stating the date and reasons for the termination. Payments to the Grantee will be only for services provided or purchases authorized up to the date of termination. Recovery of funds by the ODCP shall be made in accordance with the terms and conditions of this grant.

2. Termination on Other Grounds: In addition to termination for cause, the ODCP grants may be terminated in whole or in part as follows:
 - a By the ODCP with the consent of the Grantee. Both parties agree on the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
 - b By the Grantee. Sixty (60) days written notice to the ODCP is required. Such notice shall set forth the reason for such termination. Termination of part of the grant is subject to Section 17 entitled "Changes in the Program."
 - c By the ODCP due to the lack of adequate funds to support the grant. Should this contract terminate prior to the expiration date as set forth in the grant cover page, the Grantee agrees to deliver such information and items which are due as of the date of termination.
 - d By the ODCP in whole or in part without the payment of any penalty or incurring any further obligation to the Grantee whenever the ODCP determines that such termination is in the best interests of the State. In this event, the ODCP shall issue a termination notice to the Grantee at least ten (10) days prior to the effective termination date. Following termination upon notice, the Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination.
 - e In addition, the ODCP may terminate this contract effective immediately without penalty and without advance notice for any of the following reasons:
 - i. The Grantee furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or **other solicitation document** that is false, deceptive, or materially incorrect or incomplete;
 - ii. **The Grantee** or any of **its** officers, directors, employees, agents, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
 - iii. The Grantee terminates or suspends its business;
 - iv. **The Grantee** has failed to comply with any applicable international, Federal, State (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
 - v. The **ODCP** determines or believes the **Grantee** has engaged in conduct that: (a) has or may expose the **ODCP** or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;

- vi. **The Grantee** infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or **the Grantee** misappropriates or allegedly misappropriates a trade secret or ;
 - vii. **The Grantee** fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy.
- d In the event of termination, the Grantee shall be reimbursed by the ODCP only for those allowable costs incurred or encumbered up to and including the termination date, subject to the continued availability of funds to the ODCP. Upon receipt of notice of termination the Grantee shall cease work under this contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and shall furnish a report within thirty (30) days of the date of notice of termination describing the status of all work under the contract. The Grantee shall also immediately cease using and return to the ODCP any personal property, equipment, or materials provided by the ODCP to the Grantee and shall immediately return to the ODCP any payments made by the ODCP for services that were not rendered by the Grantee.
- e In the event of termination, the Grantee agrees to deliver such information and items which are due as of the date of termination, including but not limited to partially completed plans, drawings, data, documents, surveys, maps, and reports. The Grantee shall ensure a smooth transition of services to clients, regardless of whether this contract terminates prior to or upon the expiration date of the contract. If the Grantee fails to ensure a smooth transition of services to clients, the ODCP may, at its sole discretion, place the Grantee on its list of contractors barred from entering into any contract with the ODCP and immediately terminate all other existing contracts between the ODCP and the Grantee. The Grantee shall cooperate in good faith with the ODCP and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement provider.
- f. The ODCP shall not be liable for the following costs or expenses: unemployment compensation; the payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates; any costs incurred by Grantee in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract; any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract; any taxes Grantee may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.
- g The ODCP reserves all administrative, contractual and legal remedies which are available in the event that the Grantee violates or breaches the terms of this contract.

48. Indemnification.

The Grantee and its successors and assignees agree to indemnify and hold harmless the State of Iowa and the ODCP and its officers, employees, agents, and volunteers from any and all liabilities, damages, settlements, judgments, costs and expenses, including the

reasonable value of time spent by the Attorney General's Office and the costs and expenses and reasonable attorney fees of other counsel required to defend the ODCP or the State of Iowa, related to or arising from any of the following:

- a. Any violation of this contract.
- b. Any negligent, intentional, or wrongful act or omission of the Grantee, its officers, employees, agents, board members, contractors or subcontractors, or any other person in connection with this project.
- c. Any infringement of any patent, trademark, trade dress, trade secret, copyright, or other intellectual property right.
- d. The Grantee's performance or attempted performance of this contract.
- e. Any failure by the Grantee to comply with all Federal, State, and local laws and regulations.
- f. Any failure by the Grantee to make all reports, payments, and withholdings required by Federal and State law with respect to social security, employee income, and other taxes, fees, or costs required by the Grantee to conduct business in the State of Iowa.
- g. The death, bodily injury or damage to property of any enrollee, agent, employee, business invitee or business visitor of the Grantee or any of its subcontractors.
- h. Any failure by the Grantee to adhere to the confidentiality provisions of this contract.

49.Warranties.

- a. The Grantee represents and warrants that: (i) all Deliverables shall be wholly original with and prepared solely by Grantee; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the Deliverables to the ODCP hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the ODCP hereunder or under any license agreement related hereto without violating any rights of any third party; (ii) Grantee has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the ODCP herein; and (iii) the ODCP shall peacefully and quietly have, hold, possess, use and enjoy the Deliverables without suit, disruption or interruption.
- b. The Grantee represents and warrants that: (i) the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and (ii) the ODCP's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. Grantee further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. Grantee shall inform the ODCP in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Grantee shall, at the ODCP's request and at the Grantee's sole expense:

- (i) procure for the ODCP the right or license to continue to use the Deliverable at issue; (ii) replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; (iii) modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; or (iv) accept the return of the Deliverable at issue and refund to the ODCP all fees, charges and any other amounts paid by the ODCP with respect to such Deliverable. In addition, Grantee agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Grantee in this section. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the ODCP and shall survive termination of this Contract.
- c. The Grantee represents and warrants that the Deliverables (in whole and in part) shall: (i) be free from material Deficiencies; and (ii) meet, conform to and operate in accordance with all Specifications.
- d. The Grantee represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the ODCP notifies Grantee of any services performed in violation of this standard, Grantee shall re-perform the services at no cost to the ODCP, such that the services are rendered in the above-specified manner, or if the Grantee is unable to perform the services as warranted, Grantee shall reimburse the ODCP any fees or compensation paid to Grantee for the unsatisfactory services.
- e. The Grantee represents and warrants that the Deliverables will comply with any applicable Federal, State, foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Contract, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Department of Administrative Services, Information Technology Enterprise.

50. Status of Grantee.

The Grantee shall at all times be deemed an independent contractor. The Grantee, its employees, agents, and any subcontractors performing under this contract are not employees or agents of the State of Iowa or any agency or department of the State. The Grantee shall be responsible for withholding all taxes and shall hold the ODCP harmless for any claims for the same.

51. Choice of Law and Forum.

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this

contract shall be brought in Des Moines, Iowa, in the Iowa District Court in and for Polk County, Iowa. If, however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the ODCP or the State of Iowa.

52. Immunity from Liability.

Every person who is a party to the Contract is hereby notified and agrees that the State, the ODCP, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's and/or subcontractors' activities involving third parties and arising from the Contract.

53. Compliance with Iowa Code chapter 8F.

If the Contract is subject to the provisions of Iowa Code chapter 8F, the Grantee certifies it will comply with the requirements of the Iowa Code chapter 8F. The Grantee shall forward any compliance documentation, including but not limited to certifications, and any compliance documentation received from subcontractors by the Grantee to the ODCP.

54. Enhancement of Contractor Employee Whistleblower Protections.

41 U.S.C. 4712 states, "employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblowing protections cannot be waived by any agreement, policy, form or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or,
- A violation of a law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A member of Congress, or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or,
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The requirement to comply with, and inform all employees of the “Pilot Program for Enhancement of Contractor Employee Whistleblower Protections” is in effect for all grants, contracts, subgrants, and subcontracts.

55. Ownership of Deliverables.

Ownership and Assignment of Other Deliverables. The Grantee agrees that the State and the ODCP shall become the sole and exclusive owners of all Deliverables. Grantee hereby irrevocably assigns, transfers and conveys to the State and the ODCP all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. Grantee represents and warrants that the State and the ODCP shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Grantee or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Grantee. The Grantee (and Grantee’s employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the ODCP and the payment of such royalties or other compensation as the ODCP deems appropriate. Unless otherwise requested by ODCP, upon completion or termination of this Contract, Grantee will immediately turn over to ODCP all Deliverables not previously delivered to the ODCP, and no copies thereof shall be retained by Grantee or its employees, agents, subcontractors or affiliates, without the prior written consent of the ODCP. To the extent any of Grantee’s rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Grantee hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State’s rights in and to the Deliverables.

56. Confidentiality, IT Standards, and Security.

a. The Grantee will comply with and adhere to the following the ODCP and State information technology standards and provide training to Grantee’s employees and subcontractors concerning such standards, procedures and protocols as applicable.

1. Data Backup Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of the ODCP required services.
2. Data Stewardship Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of ODCP required services.
3. Interconnectivity Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of ODCP required services.

4. Laptop Data Protection Standard: Applicable to Grantees which utilize laptops to process, store, transmit or monitor data essential to the performance of the ODCP required services or connects to state owned or managed network.
5. Removable Storage Encryption Standard: Applicable to Grantees which utilize removable storage devices to process, store, transmit or monitor information essential to the performance of the ODCP required services.
6. Web Application Security Standard: Applicable to Grantees which develop, manage or utilize state resources including but not limited to websites, data systems, desktop applications and web based services.
7. Website Accessibility Standard: Applicable to Grantees which develop and maintain ODCP web pages.

Current state information technology standards are accessible online at.
<https://ocio.iowa.gov/home/standards>

b. The Grantee will take all precautions and actions necessary to: (i) prevent unauthorized access to the ODCP's and the State's systems, networks, computers, property, records, data, and information; and (ii) ensure that all of the ODCP's and the State's documentation, electronic files, data, and systems are developed, used, and maintained in a secure manner, protecting their confidentiality, integrity and availability. Grantee agrees that it will not copy, reproduce, transmit, or remove any ODCP (or State) information or data without the prior written consent of the ODCP. Grantee agrees that it shall be liable for any damages, losses, and expenses suffered or incurred by the ODCP or the State as a result of: (a) any breach of this section, or (b) any breaches of security (including those described below) that are caused by any action or omission of Grantee or Grantee's employees, agents and subcontractors. Breaches of security include, but are not limited to:

- 1 Disclosure of confidential or sensitive information;
- 2 Unauthorized access to ODCP or State systems;
- 3 Illegal technology transfer;
- 4 Sabotage or destruction of ODCP or State information or information systems;
- 5 Compromise or denial of ODCP or State information or information systems;
- 6 Damage to or loss of ODCP or State information or information systems; and
- 7 Theft.

a. The Grantee shall immediately report to the ODCP any such breach of security. In the event of a breach of this section or any breach of security as described herein, the ODCP may terminate this Agreement immediately without penalty or liability to the ODCP and the State and without affording Grantee any opportunity to cure.

57. Qualifications of Staff.

The Grantee shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Grantee, are properly licensed, certified or accredited as required under applicable Federal and State law and the Iowa Administrative Code. The Grantee shall provide standards for service providers who are not otherwise licensed, certified or accredited under Federal or State law or the Iowa Administrative Code.

58.State Agencies and Iowa Regent Institutions.

If the Grantee is a state agency or state of Iowa Regent Institution:

- a) Section 45 (Indemnification) and Section 47 (Status of Grantee) shall be of no force and effect.
- b) Section 46 (Warranties) shall be modified to delete the phrase “and warrants” each time said phrase is mentioned. Additionally, the following sentence shall be deleted from 46(b): “In addition, Grantee agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Grantee in this section.”
- c) Section 52 shall be modified to add the following sentence: The ODCP and State agree to provide to Grantee a non-exclusive, royalty-free license to use the Deliverables for its own research and educational purposes, for the purpose of complying with this Grant, and for any purpose authorized or required by federal or state law.

Revised May 14, 2020

Iowa Governor's Office of Drug Control Policy
STANDARD GRANT CONDITIONS CERTIFICATION
Legal Applicant & Program/Project Director

On behalf of, (agency) Story County Sheriff's Office I have read, understand, and agree to abide by the Standard Grant Conditions for the Iowa/Governor's Office of Drug Control Policy Grant Program.

(Legal Applicant – Print or Type)

(Signature Legal Applicant) (Date)

Brian Tickle
(Program/Project Director – Print or Type)

[Signature] 6/4/20
(Signature Program/Project Director) (Date)

Iowa Governor's Office of Drug Control Policy
STANDARD GRANT CONDITIONS CERTIFICATION
Contract Services (If Applicable)

Office of Drug Control Policy (contracting agency) has entered into an agreement with
Story County (Legal Applicant) to provide services through a grant provided by
the Office of Drug Control Policy. The applicant agency has provided a copy of the standard grant
conditions. I have read, understand, and agree to abide by the Standard Grant Conditions for the
Iowa/Governor's Office of Drug Control Policy Grant Program.

(Signature Contracting Agency)

(Date)

Iowa Governor's Office of Drug Control Policy
CERTIFIED ASSURANCES

NON-SUPPLANTING

The grantee assures that Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for project activities.

MATCHING FUNDS

The grantee assures that matching funds required to pay the non-Federal portion of the cost of each program and project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for criminal justice activities by the recipients of grant funds and shall be provided on a project-by-project basis.

RECORD KEEPING

The grantee assures that fund accounting, auditing, monitoring, evaluation procedures, and such records as the Governor's Office of Drug Control Policy shall require, shall be provided to assure fiscal control, proper management, and efficient disbursement of funds received.

REPORTING

The grantee assures that it shall maintain such data and information and submit such reports in such form, at such times, and containing such data and information as the Governor's Office of Drug Control Policy may reasonably require to administer the program.

FINANCIAL AND ADMINISTRATIVE GUIDE

The grantee assures that it will comply with the provisions of the Office of Justice Programs' "Financial and Administrative Guide for Grants. <http://ojp.gov/financialguide/DOJ/index.htm>

COMPLIANCE WITH FEDERAL PROCEDURES

The grantee assures that it will comply with the provisions of 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information Systems; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.

DUNS/SAM Registration:

The grantee assures that it will register and provide the Governor's Office of Drug Control Policy a Data Universal Number System (DUNS) number. The recipient shall maintain a current registration with the System for Award Management (SAM) for the duration of the grant project period.

Recipient Integrity and Performance

The grantee assures that it will comply with any and all applicable requirements regarding reporting of

information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) this award. Under certain circumstances, recipients of federal grant funds are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

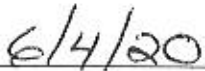
CERTIFICATION

I certify that the program in this application meets all the requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; that all the information presented is correct; and the application will comply with the provisions of the Act and all other Federal laws, regulations, and guidelines. By appropriate language incorporated in each subcontract or other document under which funds are to be disbursed, the undersigned shall assure the applicable conditions above apply to all recipients of assistance.



Signature - Project Director

Signature - Legal Applicant



Date

Date

CIVIL RIGHTS REQUIREMENTS INFORMATION

1. Civil Rights Contact Person: Paul H. Fitzgerald

2. Title/Address: Paul H. Fitzgerald, Story County Sheriff
1315 S. B Ave
Nevada, Iowa 50201

3. Telephone Number: 515-382-7456

4. Number of persons employed by the agency responsible for administering this grant:

89

Iowa Governor's Office of Drug Control Policy
US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, participants' responsibilities. The regulations were published as Part VIII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in the certification, such prospective participant shall attach an explanation to this proposal.

Linda Murken, Chair, Board of Supervisors
Name and Title of Authorized Representative

Signature

Date

Story County
Name of Organization

900 6th Street, Nevada, Iowa 50201
Address of Organization

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED
TRANSACTIONS**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F. The regulations, published in the May 25, 1990 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 CFR Part 67, Sections 67.615 and 67.620).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance: The grantees shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, City, County, State, zip code):

Organization Name Story County

Name and Title of Authorized Representative Linda Mucken, Board of Supervisors, Chair

Signature _____

Date _____

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Forms are available from the Governor's Office of Drug Control Policy.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Story County, 9006th St Nevada
Name and Address of Organization

Linda Marken
Name of Authorized Individual

Signature and Date

Equal Employment Opportunity Plan Certification Form Instructions

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete either Section A or Section B or Section C, not all three. If recipient completes Section A or C and subgrants a single award over \$500,000, in addition, please complete Section D.

Section A The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; or it received an award under \$25,000; or it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; and (2) have fifty or more employees; and (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, and (2) have fifty or more employees, and (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, submit to the OCR for review, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Section D Recipients that (1) receive a single award over \$500,000; and (2) subaward a single award of \$500,000 or more must provide a list, including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. The document must have the following title: EEOP Certification. If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

OMB Approval No. 1121-0340 Expiration Date: 12/31/15 Public Reporting Burden Statement Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: <u>Story County</u>	
Address: <u>900 6th St, Nevada, IA 50201</u>	
Is agency a: <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DUNS Number: <u>050813112</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Alisse Wignall/Director of Internal Operations and HR</u>	
Telephone Number: <u>515-382-7204</u>	E-Mail Address: <u>awignall@storycountyia.gov</u>

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization], Story County Board of Supervisors

[address], 900 6th St. Nevada, IA 50201

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

D—Declaration Stating that Recipient Subawards a Single Award Over \$500,000

If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.

Sub-Recipient Agency Name/Address	Sub-Recipient DUNS Number

If additional space is necessary, please duplicate this page.

Revised 05/14/2020

Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
- (3) If yes to either:
 - Please provide a copy of each law or policy;
 - Please describe each practice; and
 - Please explain how the law, policy, or practice complies with section 1373.

Note: Responses to these questions must be provided by the applicant to BJA as part of the JAG application. Further, the requirement to provide this information applies to all tiers of JAG funding, for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of JAG funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

Information Regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

- Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?

Yes

- Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

Yes

- If yes to either: Please provide a copy of each law or policy;
 - o Please describe each practice; and
 - o Please explain how the law, policy, or practice complies with section 1373.

The Iowa Legislature recently passed Senate File 481 which was signed by Governor Reynolds and became law July 1, 2018. Senate File 481 requires the following:

- A local entity shall not adopt or enforce a policy or take any other action that prohibits or discourages the enforcement of immigration laws.
- Local entities shall not prohibit or discourage law enforcement officers or other employees from assisting or cooperating with a federal immigration officer as reasonable or necessary, including providing enforcement assistance.
- Local entities shall not prohibit or discourage law enforcement or other officials from inquiring about the immigration status of a person who is under arrest, sharing that information with other authorities, or assisting federal immigration officers as reasonable or necessary.
- Local entities shall not prohibit or discourage the retention or sharing of information relating to the immigration status of any person under lawful detention or arrest with federal immigration officials and other local, federal or state entities.
- Local entities and their employees shall not ask about the national origin of a person who is the victim of a crime, witness of a crime or is otherwise reporting a crime unless it's pertinent to the investigation.
- By January 1, 2019, each state or local law enforcement agency subject to the new requirements must put in writing any unwritten or informal policies relating to the enforcement of immigration laws and update those policies to be in compliance with the new law.
- The law prohibits discrimination on the basis of race, skin color, language spoken, or national origin.

House File 481 is attached along with the administrative rules established by the Iowa Department of Management.

Senate File 481 - Enrolled

Senate File 481

AN ACT

RELATING TO THE ENFORCEMENT OF IMMIGRATION LAWS AND PROVIDING
PENALTIES AND REMEDIES, INCLUDING THE DENIAL OF STATE FUNDS
TO CERTAIN ENTITIES.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. NEW SECTION. 825.1 Definitions.

1. "*Immigration detainer request*" means a written federal government request to a local entity to maintain temporary custody of an alien, including a United States department of homeland security form I-247 or a similar or successor form. "*Immigration detainer request*" includes only written federal government requests that are accompanied by any of the following properly completed forms or similar or successor forms, if such forms or similar or successor forms are signed by an authorized United States immigration and customs enforcement officer:

- a. United States department of homeland security form I-200.
- b. United States department of homeland security form I-205.

2. "*Immigration law*" means a law of this state or a federal law relating to aliens, immigrants, or immigration, including but not limited to the federal Immigration and Nationality Act, 8 U.S.C. §1101 et seq.

3. "*Lawful detention*" means the detention of a person by a local entity for the investigation of a public offense. "*Lawful detention*" excludes a detention if the sole reason for the

detention is that a person is a victim of or witness to a public offense or is reporting a public offense.

4. "*Local entity*" means the governing body of a city or county. "*Local entity*" includes an officer or employee of a local entity or a division, department, or other body that is part of a local entity, including but not limited to a sheriff, police department, city attorney, or county attorney.

5. "*Policy*" includes a formal, written rule, policy, procedure, regulation, order, ordinance, motion, resolution, or amendment and an informal, unwritten policy.

6. "*Public offense*" excludes a moving traffic violation under chapter 321.

Sec. 2. NEW SECTION. 825.2 Law enforcement agency duties — immigration detainer requests.

A law enforcement agency in this state that has custody of a person subject to an immigration detainer request issued by United States immigration and customs enforcement shall fully comply with any instruction made in the detainer request and in any other legal document provided by a federal agency.

Sec. 3. NEW SECTION. 825.3 Completion of sentence in federal custody.

1. The court, in a criminal proceeding in this state in which the sentence requires a defendant who is the subject of an immigration detainer request to be confined in a correctional facility, shall issue an order at the time of sentencing requiring the correctional facility in which the defendant is to be confined and all appropriate government officers to require the defendant to be transferred to serve in federal custody the final portion of the defendant's sentence, not to exceed a period of seven days, if a facility or officer determines that the change in the place of confinement will facilitate the seamless transfer of the defendant into federal custody. The court in a criminal proceeding in this state shall retain jurisdiction to issue such an order at a later date if the court receives notice from a federal agency that a defendant was the subject of an immigration detainer request at the time of sentencing. The court shall issue such an order as soon as practicable after receiving such notice.

2. In the absence of an order issued under this section,

a facility or officer acting under exigent circumstances may perform such a transfer after making a determination that the change in the place of confinement will facilitate the seamless transfer of the defendant into federal custody.

3. A defendant shall be transferred pursuant to this section only if appropriate officers of the federal government consent to the transfer of a defendant into federal custody under the circumstances described in this section.

Sec. 4. NEW SECTION. 825.4 Restriction on enforcement of immigration law prohibited.

1. A local entity shall not adopt or enforce a policy or take any other action under which the local entity prohibits or discourages the enforcement of immigration laws.

2. A local entity shall not prohibit or discourage a person who is a law enforcement officer, corrections officer, county attorney, city attorney, or other official who is employed by or otherwise under the direction or control of the local entity from doing any of the following:

a. Inquiring about the immigration status of a person under a lawful detention or under arrest.

b. Doing any of the following with respect to information relating to the immigration status, lawful or unlawful, of any person under a lawful detention or under arrest, including information regarding the person's place of birth:

(1) Sending the information to or requesting or receiving the information from United States citizenship and immigration services, United States immigration and customs enforcement, or another relevant federal agency.

(2) Maintaining the information.

(3) Exchanging the information with another local entity or a federal or state governmental entity.

c. Assisting or cooperating with a federal immigration officer as reasonable or necessary, including providing enforcement assistance.

d. Permitting a federal immigration officer to enter and conduct enforcement activities at a jail or other detention facility to enforce a federal immigration law.

Sec. 5. NEW SECTION. 825.5 Written policies.

No later than January 1, 2019, each state or local law

enforcement agency subject to this chapter shall do all of the following:

1. Formalize in writing any unwritten, informal policies relating to the enforcement of immigration laws.
2. Update the agency's policies to be consistent with this chapter, to require each officer or other employee of the law enforcement agency to fully comply with this chapter, and to prohibit an officer or other employee of the law enforcement agency from preventing law enforcement agency personnel from fully complying with this chapter.

Sec. 6. NEW SECTION. 825.6 Discrimination prohibited.

A local entity or a person employed by or otherwise under the direction or control of a local entity shall not consider race, skin color, language spoken, or national origin while enforcing immigration laws except to the extent permitted by the Constitution of the United States or the Constitution of the State of Iowa.

Sec. 7. NEW SECTION. 825.7 Victim of or witness to a crime — limitation on collection of information.

A local entity or a person employed by or otherwise under the direction or control of a local entity shall not ask for or collect any information from a victim of or witness to an alleged public offense or from a person reporting an alleged public offense, including the victim's, witness's, or person's national origin, that is not pertinent to the investigation of the alleged public offense.

Sec. 8. NEW SECTION. 825.8 Complaints — notification — civil action.

1. Any person, including a federal agency, may file a complaint with the attorney general alleging that a local entity has violated or is violating this chapter if the person offers evidence to support such an allegation. The person shall include with the complaint any evidence the person has in support of the complaint.

2. A local entity for which the attorney general has received a complaint pursuant to this section shall comply with any document requests, including a request for supporting documents, from the attorney general relating to the complaint.

3. A complaint filed pursuant to subsection 1 shall not be

valid unless the attorney general determines that a violation of this chapter by a local entity was intentional.

4. If the attorney general determines that a complaint filed pursuant to this section against a local entity is valid, the attorney general, not later than ten days after the date of such a determination, shall provide written notification to the local entity by certified mail, with return receipt requested, stating all of the following:

a. A complaint pursuant to this section has been filed and the grounds for the complaint.

b. The attorney general has determined that the complaint is valid.

c. The attorney general is authorized to file a civil action in district court pursuant to subsection 6 to enjoin a violation of this chapter no later than forty days after the date on which the notification is received if the local entity does not come into compliance with the requirements of this chapter.

d. The local entity and any entity that is under the jurisdiction of the local entity will be denied state funds pursuant to section 825.9 for the state fiscal year following the year in which a final judicial determination in a civil action brought under this section is made.

5. No later than thirty days after the date on which a local entity receives written notification under subsection 4, the local entity shall provide the attorney general with all of the following:

a. Copies of all of the local entity's written policies relating to immigration enforcement actions.

b. A copy of each immigration detainer request received by the local entity from a federal agency.

c. A copy of each response sent by the local entity to an immigration detainer request described by paragraph "b".

d. A description of all actions the local entity has taken or will take to correct any violations of this chapter.

e. If applicable, any evidence that would refute the allegations made in the complaint.

6. No later than forty days after the date on which the notification pursuant to subsection 4 is received, the attorney

general shall file a civil action in district court to enjoin any ongoing violation of this chapter by a local entity.

Sec. 9. NEW SECTION. 825.9 Denial of state funds.

1. Notwithstanding any other provision of law to the contrary, a local entity, including any entity under the jurisdiction of the local entity, shall be ineligible to receive any state funds if the local entity intentionally violates this chapter.

2. State funds shall be denied to a local entity pursuant to subsection 1 by all state agencies for each state fiscal year that begins after the date on which a final judicial determination that the local entity has intentionally violated this chapter is made in a civil action brought pursuant to section 825.8, subsection 6. State funds shall continue to be denied until eligibility to receive state funds is reinstated under section 825.10. However, any state funds for the provision of wearable body protective gear used for law enforcement purposes shall not be denied under this section.

3. The department of management shall adopt rules pursuant to chapter 17A to implement this section and section 825.10 uniformly across state agencies from which state funds are distributed to local entities.

Sec. 10. NEW SECTION. 825.10 Reinstatement of eligibility to receive state funds.

1. Except as provided by subsection 5, no earlier than ninety days after the date of a final judicial determination that a local entity has intentionally violated the provisions of this chapter, the local entity may petition the district court that heard the civil action brought pursuant to section 825.8, subsection 6, to seek a declaratory judgment that the local entity is in full compliance with this chapter.

2. A local entity that petitions the court as described by subsection 1 shall comply with any document requests, including a request for supporting documents, from the attorney general relating to the action.

3. If the court issues a declaratory judgment declaring that the local entity is in full compliance with this chapter, the local entity's eligibility to receive state funds is reinstated

beginning on the first day of the month following the date on which the declaratory judgment is issued.

4. A local entity shall not petition the court as described in subsection 1 more than twice in one twelve-month period.

5. A local entity may petition the court as described in subsection 1 before the date provided in subsection 1 if the person who was the director or other chief officer of the local entity at the time of the violation of this chapter is subsequently removed from or otherwise leaves office.

6. A party shall not be entitled to recover any attorney fees in a civil action described by subsection 1.

Sec. 11. NEW SECTION. 825.11 Attorney general database.

The attorney general shall develop and maintain a searchable database listing each local entity for which a final judicial determination described in section 825.9, subsection 2, has been made. The attorney general shall post the database on the attorney general's internet site.

Sec. 12. APPLICABILITY. This Act applies to the release of a person from custody in this state on or after the effective date of this Act.

Sec. 13. IMPLEMENTATION OF ACT. Section 25B.2, subsection 3, shall not apply to this Act.

CHARLES SCHNEIDER
President of the Senate

LINDA UPMEYER
Speaker of the House

I hereby certify that this bill originated in the Senate and is known as Senate File 481, Eighty-seventh General Assembly.

W. CHARLES SMITHSON
Secretary of the Senate

Approved _____, 2018

KIM REYNOLDS
Governor

CHAPTER 13 SUSPENSION AND REINSTATEMENT OF STATE FUNDS

541—13.1(27A) Definitions. For purposes of this chapter:

"City" means a municipal corporation but does not include a county, township, school district, or any special-purpose district or authority.

"County" means an administrative subdivision in the state governed by a locally elected board of supervisors and may be comprised of subdivisions including cities, townships, school districts, or any special-purpose district or authority.

"Declaratory judgment" means a judgment issued by a district court declaring a local entity is in full compliance with Iowa Code chapter 27A.

"Department" means the Iowa department of management pursuant to Iowa Code chapter 8.

"Final judicial determination" means a district court ruling on a civil action brought by the state attorney general's office finding a local entity to have violated the provisions of Iowa Code chapter 27A.

"Fiscal year" means the time period beginning on July 1 and ending the following June 30 as defined in Iowa Code section 8.36.

"Governing body" means the mayor and city council of a city or the board of supervisors of a county.

"Local entity" means the governing body of a city or county and includes an officer or employee of a local entity or a division, department, or other body that is part of a local entity, including but not limited to a sheriff, police department, city attorney, or county attorney. "Local entity" does include local city and county boards and commissions in which membership in the board or commission is the result of an appointment by the city council or the county board of supervisors. "Local entity" does not include local city and county boards and commissions whose membership is determined by election or is specifically set forth by the Iowa Code. "Local entity" does not include multijurisdictional boards and commissions in which a city or county is one of multiple local government members or school districts.

"State agencies" means any boards, commissions, or departments, as defined by Iowa Code section 7E.4, or other administrative offices or units of the executive branch of the state.

"State funds" means those funds held by the state that originate from revenues, fees or receipts collected by the state and distributed to local entities. Funds held by the state that are not defined as state funds include:

1. Federal funds (unless provided to the state and awarded as a grant by the state).
2. Funds paid out per gubernatorial or presidential emergency proclamation.
3. Any revenue collected and administered by the state on behalf of a local entity due to a locally imposed tax, fee or fine.
4. Any state funds for the provision of wearable body protective gear used for law enforcement purposes.
5. Payment for public protection, utilities, or goods and services.
6. Payment of settlements.
7. Setoffs as defined by Iowa Code section 8A.504.

[ARC 4141C, IAB 11/21/18, effective 12/26/18]

541—13.2(27A) Denial of state funds. State funds shall be denied to a local entity pursuant to Iowa Code chapter 27A by all state agencies for each state fiscal year that begins after the date on which a final judicial determination that the local entity intentionally violated Iowa Code chapter 27A is made in a civil action brought pursuant to Iowa Code chapter 27A.8.

13.2(1) The department will send written notification to all state agencies to deny state funds. Payments will continue to be made to the local entity until the beginning of the state fiscal year that begins after the date on which a final judicial determination is made, at which time payments will be denied.

13.2(2) If the local entity receives state funds through the county, the department will notify the county so that any needed changes may be made to apportionment systems for property tax credits, exemptions and replacements.

13.2(3) State agencies will contact federal granting agencies in writing to determine how to administer federal funds when state match funds are denied. State agencies may be required to discontinue drawing federal funds or issue repayments as instructed by federal granting agencies.

13.2(4) Funds will continue to be denied until the court issues a declaratory judgment declaring that the local entity is in full compliance with Iowa Code chapter 27A.

[ARC 4141C, IAB 11/21/18, effective 12/26/18]

541—13.3(27A) Reinstatement of eligibility to receive state funds. Upon issuance by the court of a declaratory judgment declaring that the local entity is in full compliance with Iowa Code chapter 27A, the local entity's eligibility to receive state funds is reinstated.

13.3(1) The department will send written notification to all state agencies to reinstate state funds. Payments will be reinstated to the local entity beginning on the first day of the month following the date on which the declaratory judgment is issued.

13.3(2) If the local entity receives state funds through the county, the department will notify the county so that any needed changes may be made to apportionment systems for property tax credits, exemptions and replacements.

13.3(3) State agencies will contact federal partners in writing to determine how to reinstate the drawdown of federal funds when state match funds are reinstated.

These rules are intended to implement Iowa Code chapter 27A.

[ARC 4141C, IAB 11/21/18, effective 12/26/18]

[Filed ARC 4141C (Notice ARC 4008C, IAB 9/26/18), IAB 11/21/18, effective 12/26/18]